Supreme Court, U.S.
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JOINT APPENDIX

In the Supreme Court
OF THE
United States

OCTOBER TERM, 1973

No. 73-1924

JAMES R. MUNIZ and BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL No. 70, IBTCHWA,
Petitioners,

vs.

ROY O. HOFFMAN, Director, Region 20, NATIONAL LABOR RELATIONS BOARD,
Respondent.

On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

Petition for Writ of Certiorari Filed June 24, 1974
Certiorari Granted November 11, 1974

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Petitioners,

VS.

ROY O. HOFFMAN, Director, Region 20, NATIONAL LABOR RELATIONS BOARD,
Respondent.

On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

Petition for Writ of Certiorari Filed June 22, 1974
Certiorari Granted November 11, 1974

Civil Docket
United States District Court

C-70 895 WTS

Roy O. Hoffman, etc.,

vs.

San Francisco Typographical Union No. 21, International Typograpical Union, AFL-CIO.

For Plaintiff:
National Labor Relations Board
450 Golden Gate Ave., SF

For Defendant:
Brundage, Neyhart, Grodin & Beeson
100 Bush St., SF

Gladstein, Leonard, Patsey & Anderson
1182 Market St.
San Francisco, ca. 94102

Jacobs, Sills & C[illegible]entz
555 California St., No. 3100
San Francisco, CA. 94104

Levy & Van Bourg
45 Polk Sr.
San Francisco, Calif. 94102

Severson, Werson, Berke, Melchior
433 California St., SF 94104
982-2780

RELEVANT PROCEEDINGS

1970

Apr. 28:

1. Filed complaint, no process.
3. Filed Stip & Ord granting Tro. (Sweigert)
4. Filed Temporary Injunction. (Sweigert)

Oct. 19:

39. Filed Pltffs Osc. Set for 10/23/70 at 2:00 P.M.
40. Filed Pltffs Memo in Supp. of Petn.
41. Filed Pltffs Petn. for Adjudication.
42. Filed Pltffs Affidavit in Supp. of Petn.
43. Filed Order Designating Atty to Prosecute Criminal Contempt Proceedings.

Oct. 20:

44. Filed Pltffs Notice of Mo. Set for 10/23/70 at 2:00 P.M.
45. Filed Pltffs Adj. & Order in Civil Contempt.

Oct. 23:

46. Filed Order Amending Order to S.C. for Adj. in Civil & Criminal Contempt. The Ret. Date on the Order to S.C. Is Cont'd to 11/2/70 at 10:00 a.m. (WTS)

Oct. 27:

50. Filed Pltffs Opps. to Defts. Mo. for Jury Trial.

Oct. 28:

51. Filed (Charging Pty, Independent Journal) Memo. of Pts. & Authy.

Oct. 29:

52. Filed Defts Memo. of Law in Supp. of Mo. for Severance & for Jury Trial.

Nov. 2:

67. Filed Order Amending Osc for Adj. in Civil & Criminal Contempt. Cont'd to 11/3/70 at 11:00 a.m. (OJC).
Ord. Cont'd to 11/3/70 at 11:00 a.m. (WTS)

Nov. 30:

92. Filed Pltffs Memo. Re Maxium Fine for the Offense of Criminal Contp. Ord. Cont'd to 12/2/70 at 2:00 P.M. (WTS

Dec. 21:

101A. Filed Outline of Evidence in Support of Mo to Dismiss as to Local 70.

Dec. 24:

106. Filed Order and Adj. in Criminal Contempt. Further Ordered That the Respondents Shall Appear in Person Before This Ct. 1/21/71 at 4:00 P.M.

107. Filed Order and Adj. in Civil Contempt. (WTS)
Hearing in Chambers: All counsel present. Ord. that Ord. & Adj. of Civ. 1 Contempt be filed. Respondents to appear on Jan. 21, 1971 at 4:00 P.M.

Dec. 30:

108. Filed Local No. 70 — James Muniz Req. for Special Findings.

1971

Jan. 21:

119. Filed Deft (Local No. 70 & James R. Muniz) Response to OSC. for Adj. in Civ. Cont.

120. Filed Defts Mo. for New Trial Criminal Contempt.

121. Filed Defts Mo. to Vacate & Set Aside Findings of Guilt or Criminal Contempt.

122. Filed Defts (Local No. 70 & James R. Muniz) Response to OSC. for Adj. in Criminal Contempt.

123. Filed Defts (Local No. 70 & James R. Muniz) Declaration of Victor J. Van Bourg in Opps. to Imposition of Any Fines & Penalties.

124. Filed Findings of Facts & Conclusions of Law Re-Criminal Contempt. (WTS)

125. Filed Marshal's Ret. on Order & Adj. in Criminal Contempt Ex. on 1/19/71 Ord. Cont'd to 1/22/71 at 2:00 P.M. (WTS)

Jan. 22:

126. Filed Defts (Brotherhood of Teamsters & Auto Truck Drivers Local No. 70 International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers Of America & James R. Muniz,) Notice of Appeal.
Mailed Clerk Certificate of Filing of Notice of Appeal.

United States District Court
For the Northern District of California

Civil No. C-70 306 LHB

Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, for and on behalf of the National Labor Relations Board,

Petitioner,

vs.

San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO;

Freight, Construction, General Drivers & Helpers Union Local 287, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America; and

Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America,

Respondents.

[Filed Feb. 13, 1970]

TEMPORARY INJUNCTION

This cause came on to be heard upon the verified petition together with supporting affidavits of Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, for and on behalf of said Board, praying for a temporary restraining order and for a temporary injunction pur-

suant to Section 10 (1) of the National Labor Relations Act, as amended [29 U.S.C. §160 (1)], pending the final disposition of the matter herein involved now pending before said Board, and upon the issuance of an order to show cause why injunctive relief should not be granted as prayed in said petition. The Court, upon consideration of the pleadings, affidavits, evidence, briefs and argument of counsel, and the entire record in the case, has made and filed its Findings of Fact and Conclusions of Law, finding and concluding that there is reasonable cause to believe that respondents San Francisco Typographical Union No. 21, International Typographical Union; Freight, Construction, General Drivers & Helpers Union Local 287 and Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, both affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (herein respectively called Typographers Local 21, Teamsters Local 287 and Teamsters Local 85), have engaged in and are engaging in, acts and conduct in violation of Section 8 (b)(4)(i)(ii), subparagraph (B) of said Act [29 U.S.C. §158 (b)(4)(i)(ii)(B)], affecting commerce within the meaning of Section 2, subsections (6) and (7) of said Act [29 U.S.C. §152 (6) and (7)], and that such acts and conduct will likely be repeated or continued unless enjoined.

Now, therefore, upon the entire record, it is

Ordered, Adjudged And Decreed that, pending the final disposition of the matter herein involved pending before the National Labor Relations Board, respond-

ents Typographers Local 21, Teamsters Local 287 and Teamsters Local 85, their officers, representatives, agents, servants, employees, attorneys, and all members, persons and other labor organizations acting in concert or participation with them or any of them, be, and they hereby are, enjoined and restrained from:

(a) Continuing to picket at or in the vicinity of Pier 46A at the Port of San Francisco; or picketing cargo or shipments of newsprint or other supplies awaiting delivery to California Newspapers, Inc., d/b/a San Rafael Independent Journal (herein called Journal), or picketing the piers or terminals where such cargo or shipments are located, or picketing the carriers of such cargo or shipments; or signaling or appealing to truckdrivers or other employees not to pick up, handle or work on such cargo or shipments at such piers of terminals, or otherwise to refuse to perform services for their respective employers at such piers or terminals; or

(b) Engaging In, or by picketing, orders, directions, solicitation, requests or appeals, however given, made or imparted, or by any like or related acts or conduct, or by permitting any such to remain in existence or effect, or by employee discrimination, reprisals, disciplinary proceedings or threats thereof, Inducing Or Encouraging any individual employed by Star Terminal Co., Inc., Garden City Transportation Co., Ltd., Globe-Wally's Fork Lift Service, Inc. (herein called Star, Garden City and Globe), or by any motor carrier, lift truck service company or other person engaged in commerce or in an industry affecting commerce To Engage In, a strike, slowdown or refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials or commodities, or to perform any service; or sanctioning, supporting or promoting any such strike or refusal; or

in any such or similar manner or by any other means, including refusal to dispatch employees pursuant to contractual obligation or custom, Threatening, Coercing Or Restraining said employers, or any other person engaged in commerce or in an industry affecting commerce,—

where in either case An Object Thereof is: (1) to force or require Powell River-Alberni Sales Limited (herein called Powell), or any other person, to cease doing business with Journal; or (2) to force or require Star, Garden City, or any other person to cease doing business with Powell, or to force or require Globe or any other person to cease doing business with Garden City, in order to compel Powell to cease doing business with Journal.

Done at San Francisco, California, this 13th day of February, 1970.

Lloyd H. Burke
United States District Judge

United States District Court
For The Northern District Of California

Civil No. C-70 895 WTS

Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, for and on behalf of the National Labor Relations Board,

Petitioner,

vs.

San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO,

Respondent.

[Filed Apr. 28, 1970]

TEMPORARY INJUNCTION

Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, having filed a verified petition with this Court on April 28, 1970, for and on behalf of said Board, pursuant to Section 10 (1) of the National Labor Relations Act, as amended [29 U.S.C. §160 (1)], for an order enjoining and restraining San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO (herein called Respondent Local 21), from engaging in certain acts and conduct set forth in said petition pending final disposition of the matters involved now pending before said

Board; and Respondent Local 21 having made and executed a Stipulation waiving the filing of an answer to the petition, the filing of opposing affidavits, a hearing before the Court or the taking of formal testimony, as well as the making and entering of Findings of Fact and Conclusions of Law by the Court, and having consented to the entry of this Order; and the Court having considered the verified petition and the Stipulation of the parties and concluding that Petitioner has reasonable cause to believe that Respondent Local 21 has engaged in, and is engaging in, acts and conduct in violation of Section 8 (b)(4)(ii), subparagraph (B), of said Act [29 U.S.C. §158 (b)(4)(ii)(B)], affecting commerce within the meaning of Section 2, subsections (6) and (7), of said Act [29 U.S.C. §152 (6) and (7)], and that such acts and conduct will likely be repeated or continued unless enjoined,

Now, therefore, upon the above and the entire record in this case, it is

Ordered, Adjudged And Decreed that, pending the final disposition of the matters here involved pending before the National Labor Relations Board, Respondent Local 21, its officers, representatives, agents, servants, employees, attorneys, and all members, persons and labor organizations acting in concert or participation with it, be, and they hereby are, enjoined and restrained from:

(a) Continuing or resuming its picketing of the following named employers at or in the vicinity of the stores listed below where an object of the picket-

ing is to cause customers of these stores to cease buying products not advertised in The Independent Journal newspaper:

The Emporium
835 Market Street
San Francisco, California

The Emporium
1000 Northgate Fashion Mall
San Rafael, California

Mayfair Market
7th and H Streets
San Rafael, California

Lucky
720 Center Street
Fairfax, California

Big G Super
100 Harbor Drive
Sausalito, California

Big G Super
5651 Paradise Drive
Corte Madera, Calilfornia

Longs Drugs
880 Sir Francis Drake Boulevard
San Anselmo, California

Long Drugs
442 Los Gallinas Avenue
San Rafael, California

(b) Picketing at or in the vicinity of the premises of other firms which advertise in The Independent

Journal newspaper where an object of the picketing is to cause customers of such firms to cease buying products not advertised in that paper;

(c) Appealing to the public, consumers and customers by means of handbills, oral statements, or otherwise, in conjunction with picketing, not to patronize the stores described in subparagraph (a) above, or any store owned by the firms named therein, or any other store advertising in The Independent Journal newspaper; or

(d) Threatening, coercing, or restraining The Emporium-Capwell Corporation, Arden-Mayfair Incorporated, Lucky Stores, Inc., Big G Super Markets, Inc., Longs Drug Stores Incorporated or any other firm advertising in The Independent Journal newspaper, by consumer picketing or by any like or related acts or conduct, where an object thereof is to force or require the said advertisers to cease advertising in The Independent Journal newspaper or to cease doing business with California Newspapers, Inc., d/b/a The Independent Journal.

Done at San Francisco, California, this 28th day of April, 1970.

W. T. Sweigert,
United States District Judge.

United States District Court
For The Northern District Of California

Civil No. C-70-895 WTS

Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, for and on behalf of the National Labor Relations Board,

Petitioner,

vs.

San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO, and John DeMartini, its Vice President, and Don Abrams, its Organizer; Brotherhood of Teamsters & Auto Truck Drivers Local No. 70, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers Of America, and James R. Muniz, its President; Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and Timothy J. Richardson, its Business Manager and Recording Secretary, and Henry Montano, its Business Representative; and International Longshoremen's and Warehousemen's Union, Local No. 10,

Respondents.

In re:
San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO, and John DeMartini, its Vice President, and Don Abrams, its Organizer; Brotherhood of Teamsters & Auto Truck Drivers Local No. 70, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and James R. Muniz, its President; Brotherhood of Teamsters & Auto Truck Drivers Local 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and Timothy J. Richardson, its Business Manager and Recording Secretary, and Henry Montano, its Business Representative; and International Longshoremen's and Warehousemen's Union, Local No. 10,

Respondents.

[Filed Oct. 19, 1970]

PETITION FOR ADJUDICATION IN CIVIL CONTEMPT AND FOR OTHER RELIEF; AND REQUEST FOR INSTITUTION OF, ADJUDICATION IN, AND PUNISHMENT FOR CRIMINAL CONTEMPT

To the Honorable, the Judges of the United States District Court for the Northern District of California:

Comes now Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board (herein called the Board) and respectfully petions this Court to adjudge Respondents San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO (herein called Local 21), its officers and agents, and John DeMartini (herein called DeMartini), its Vice President, and Don Abrams (herein called Abrams), its Organizer; Brotherhood of Teamsters & Auto Truck Drivers Local No. 70, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of

America, (herein called Local 70), its officers and agents, and James R. Muniz (herein called Muniz), its President; Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (herein called Local 85), its officers and agents, and Timothy J. Richardson (herein called Richardson), its Business Representative; and International Longshoremen's and Warehousemen's Union, Local No. 10 (herein called Local 10), and its officers and agents, in civil contempt of this Court for failing and refusing to obey the orders granting temporary injunctions of this Court entered herein in Civil No. C-70 306 LHB on February 13, 1970, and in Civil No. C-70 895 WTS on April 28, 1970. Further, Petitioner respectfully request this Court to institute, sua sponte, a prosecution of Respondents, and each of them, for criminal contempt of court, and to adjudge and punish them for such criminal contempt, by reason of their having knowingly, wilfully, and intentionally disobeyed and violated the said decrees of this Court.

In support of his petition herein for an adjudication in civil contempt, and for other civil relief, and his request for the institution of, adjudication in, and punishment for, criminal contempt, Petitioner, upon information and belief, alleges as follows:

IN RESPECT TO THE PETITION FOR ADJUDICATION IN CIVIL CONTEMPT AND FOR OTHER CIVIL RELIEF

I. A. On February 13, 1970, in Civil No. C-70 306 LHB, after a hearing held on the same date, this Court entered an order granting a temporary injunction providing, in pertinent part, as follows:

Ordered, Adjudged And Decreed that, pending the final disposition of the matter herein involved pending before the National Labor Relations Board, Respondents Typographers Local 21, Teamsters Local 287 and Teamsters Local 85, their officers, representatives, agents, servants, employees, attorneys, and all members, persons and other labor organizations acting in concert or participation with them or any of them, be, and they hereby are, enjoined and restrained from:

(a) Continuing to picket at or in the vicinity of Pier 46A at the Port of San Francisco; or picketing cargo or shipments of newsprint or other supplies awaiting delivery to California Newspapers, Inc., d/b/a San Rafael Independent Journal (herein called Journal), or picketing the piers or terminals where such cargo or shipments are located, or picketing the carriers of such cargo or shipments; or signaling or appealing to truckdrivers or other employees not to pick up, handle or work on such cargo or shipments at such piers or terminals, or otherwise to refuse to perform services for their respective employers at such piers or terminals; or

(b) Engaging In, or by picketing, orders, directions, solicitation, requests or appeals, howsoever given, made or imparted, or by any like or related acts or conduct, or by permitting any such to remain in existence or effect, or by employee discrimination, reprisals, disciplinary proceedings or threats thereof, Inducing Or Encouraging any individual employed by Star Terminal Co., Inc., Garden City Transportation Co., Ltd., Globe-Wally's Fork Life Service, Inc. (herein called Star, Garden City and Globe), or by any motor carrier, lift truck service company or other person engaged in commerce or in an industry affecting commerce To Engage In, a strike, slowdown or refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials or commodities, or to perform any service; or sanctioning, supporting or promoting any such strike or refusal; or

in any such or similar manner or by any other means, including refusal to dispatch employees pursuant to contractual obligation or custom, Threatening, Coercing Or Restraining said employers, or any other person engaged in commerce or in an industry affecting commerce,

where in either case An Object Thereof is: (1) to force or require Powell River-Alberni Sales Limited (herein called Powell), or any other person, to cease doing business with Journal; or (2) to force or require Star, Garden City, or any other person to cease doing business with Powell, or to force or require Globe or any other person to cease doing business with Garden City, in order to compel Powell to cease doing business with Journal.

B. On April 20, 1970, in Civil No. C-70-895 WTS, this Court entered an order granting a temporary injunction providing, in pertinent part, as follows:

Ordered, Adjudged And Decreed that, pending the final disposition of the matters here involved pending before the National Labor Relations Board, Respondent Local 21, its officers, representatives, agents, servants, employees, attorneys, and all members, persons, and labor organizations acting in concert or participation with it, be, and they hereby are, enjoined and restrained from:

(a) Continuing or resuming its picketing of the following named employers at or in the vicinity of the stores listed below where an object of the picketing is to cause customers of these stores to cease buying products not advertised in The Independent Journal newspaper:

The Emporium
835 Market Street
San Francisco, California

The Emporium
1000 Northgate Fashion Mall
San Rafael, California

Mayfair Market
7th & H Streets
San Rafael, California

Lucky
720 Center Street
Fairfax, California

Big G Super
100 Harbor Drive
Sausalito, California

Big G Super
5651 Paradise Drive
Corte Madere, California

Longs Drugs
880 Sir Francis Drake Boulevard
San Anselmo, California

Longs Drugs
442 Las Gallinas Avenue
San Rafael, California

(b) Picketing at or in the vicinity of the premises of other firms which advertise in The Independent Journal newspaper where an object of the picketing is to cause customers of such firms to cease buying products not advertised in that paper;

(c) Appealing to the public, consumers and customers by means of handbills, oral statements, or otherwise, in conjunction with picketing, not to patronize the stores described in subparagraph (a) above, or any store owned by the firms named therein, or any other store advertising in The Independent Journal newspaper; or

(d) Threatening, coercing, or restraining The Emporium-Capwell Corporation, Arden-Mayfair Incorporated, Lucky Stores, Inc., Big G Super Markets, Inc., Longs Drug Stores Incorporated or any other firm advertising in The Independent Journal newspaper, by consumer picketing or by any like or related acts or conduct, where an object thereof is to force or require the said advertisers to cease advertising in The Independent Journal newspaper or to cease doing business with California Newspapers, Inc., d/b/a The Independent Journal.

II. (a) John DeMartini and Don Abrams (herein called DeMartini and Abrams, respectively), are, and at all times material herein have been, the Vice President and Organizer, respectively, of Respondent Local 21, and its agents within the meaning of the National Labor Relations Act, as amended, 29 U.S.C., Sec. 151, *et seq.* (herein called the Act).

(b) Local 70 is, and at all times material herein has been, a labor organization within the meaning of the Act.

(c) James R. Muniz (herein called Muniz) is, and at all times material herein has been, President of Respondent Local 70, and its agents within the meaning of the Act.

(d) Timothy J. Richardson and Henry Montano (herein called Richardson and Montano, respectively), are, and at all times material herein have been, the Business Manager and Recording Secretary and Business Representative, respectively, of Respondent Local 85, and its agents within the meaning of the Act.

III. The aforesaid injunction orders have been in full force and effect since their entry, and, at all times material herein, Respondents, and each of them, have had notice and full and actual knowledge of their terms.

IV. Respondents have violated, resisted and disobeyed, and continue to violate, resist and disobey, and have failed and refused, and continue to fail and refuse, to comply with said orders.

More specifically, on or about or prior to October 7, 1970, Respondents embarked upon a joint plan, program and campaign to create a boycott of goods, materials, commodities and services destined to, consigned to, or utilized by firms advertising in the Independent Journal Newspaper or to firms doing business with the Journal. In furtherance and support of their aforesaid joint plan, program and campaign:

1. On or about October 8, 1970, Respondent Abrams met with a group of approximately 15 men outside the Painters Union Hall on Mission and Tamalpais Streets in the City of San Rafael, California (hereafter referred to as San Rafael), during which meeting bumper stickers stating "Scabs Must Go" were distributed to members of the group. Thereafter, these men were dispatched by respondents to various street corners in San Rafael, where they engaged in stopping trucks of various carriers delivering merchandise and commodities to food markets and other firms in San Rafael advertising in the Journal and, by oral appeals, by picketing, by obstructing traffic, by threats and by intimidations induced and encouraged individuals employed by various carriers and food markets to refuse to make deliveries to firms advertising in the Journal, including Mayfair Market (herein called Mayfair). Among the individuals engaging in the aforesaid conduct was Respondent Richardson.

2. Also on or about October 8, 1970, Respondents, including Respondent Richardson, picketed the delivery area of Safeway, Inc. (herein called Safeway), located at 700 B Street in San Rafael, and orally appealed to a driver of Safeway not to deliver to Safeway goods in his truck.

3. Also on or about October 8, 1970, Respondents threatened Garden City Transportation Co. Ltd. (herein called Garden City) with endangering the safety of its drivers if Garden City continued to transport newsprint to the Journal. In addition, Respondents, by their agents, including Richardson and Muniz, harassed the driver of a truck of Garden City on its return trip to Garden City's premises after making delivery of newsprint to the Journal, intimidated a driver of Garden City and picketed the premises of Garden City and its truck with signs the legend of which read "Teamsters on Strike Scabs Must Go". As a consequence of such picketing, drivers of Garden City engaged in work stoppages and refusals to perform services for their employer. In addition, Respondents threatened Garden City with the shutdown of its operations on October 9, 1970.

4. On or about October 9, 1970, Respondents again picketed the premises of Garden City.

5. Also on or about October 9, 1970, Respondents, including Respondent Richardson, picketed a store of Lucky Stores, Inc. (herein called Lucky) at 400 Las Galinas Avenue, San Rafael, as a consequence of which drivers employed by various carriers were prevented from making deliveries to the said store. In

addition, Respondents orally induced, encouraged and appealed to drivers employed by carriers and suppliers not to make deliveries, and photographed drivers disregarding such appeals.

6. Also on or about October 9, 1970, Respondents picketed a Lucky Store at 720 Center Street, Fairfax, California, as a consequence of which drivers employed by various carriers and suppliers refused to make deliveries to such store. In addition, Respondents orally appealed to drivers of various carriers and suppliers not to make deliveries to such store.

7. Also on or about October 9, 1970, Respondents picketed the premises of Foremost Dairy Company (herein called Foremost) in San Rafael and a store of Mayfair at 340 Third Street, San Rafael. In addition, Respondents orally appealed to, directed, instructed and ordered drivers not to make deliveries to the said store of Mayfair, as a consequence of which scheduled deliveries were not made.

8. Also on or about October 9, 1970, Respondents picketed the entrance to the Red Hill Shopping Center, Sir Francis Drake Boulevard, San Anselmo, California, with signs reading "Teamsters Support Independent Journal" and "Teamsters On Strike". Respondents, by such picketing and by oral inducements, caused trucks delivering goods to the Safeway Store located at 900 Sir Francis Drake Boulevard, San Anselmo, California, to turn away. Respondents also stopped trucks on Sir Francis Drake Boulevard, and induced and encouraged delivery drivers not to make deliveries to various Marin County retail stores.

9. On or about October 10, 1970, Respondents, by their pickets and agents, by picketing and by threats of property damage, induced and encouraged drivers of Lucky not to perform services at the Lucky Store located at 720 Center Street, Fairfax, California, and as a consequence prevented regular drivers from performing their duties for Lucky.

10. On or about October 12, 1970, Respondents, by their agents, by threats of physical violence and other means, orally induced and encouraged delivery drivers not to perform services at Lucky, 400 Las Galinas Avenue, San Rafael, California.

11. On or about October 12, 1970, Respondents, by their agents and pickets, by picketing and by means of threats of physical violence, induced and encouraged delivery drivers employed by Safeway not to perform services at Safeway's 700 B Street store, San Rafael, California.

12. Also on or about October 12, 1970, and continuing through October 16, 1970, Respondents, by their agents and pickets, by means of picketing and other activities, induced and encouraged Safeway drivers not to perform services at its 700 B Street, San Rafael store. As a result, deliveries of meat, milk, bread and groceries were not made as scheduled.

13. Also on or about October 12, 1970, Respondents, by their agents and pickets, by means of picketing and threats to drivers, induced and encouraged drivers not to make deliveries at United Market located at 515 Third Street, San Rafael, California. As a result, deliveries to that store were not made.

14. Also on or about October 12, 1970, Respondents, by their agents and pickets, by means of picketing and other activities, induced and encouraged drivers of Mayfair not to perform services for their employer.

15. Also on or about October 12, 1970, Respondents, by their officers, agents and pickets, by means of threats of physical violence, picketing, oral appeals, and other activities, induced and encouraged drivers of Lucky not to perform services at its 720 Center Street, San Anselmo, California store. The pickets carried signs with legends stating "Teamsters—Scabs Must Go—On Strike". As a result of such activities, drivers employed by Lucky did not perform services for their employer.

16. On or about October 13, 1970, Respondents, by seven pickets, picketed three corners of the Highway 101 off-ramp to San Rafael, California, at Mission and Heatherton Streets, carrying signs bearing the legend "Unfair To Teamsters—Scabs Must Go". By such picketing, and other conduct, Respondents obstructed traffic entering San Rafael while inducing and encouraging truck drivers not to perform services for, make deliveries to, or pickups from retail stores located in San Rafael.

17. Also on or about October 13, 1970, Respondents, by their agents and pickets, by means of picketing and other activities, induced and encouraged drivers of Safeway not to perform services at Safeway's 900 Sir Francis Drake Boulevard, San Anselmo, California, store. As a result of such activities, those deliveries were not made.

18. On or about October 14, 1970, Respondents, by their agents and pickets, picketed the Highway 101 off-ramp at Second and Irwin Streets, San Rafael, California. That same day Respondents, by their agents and pickets, picketed two corners of the Highway 101 off-ramp to San Rafael at Mission and Heatherton Streets.

19. On or about October 14, 1970, Respondents, by their agents and pickets, picketed the Safeway store located at 700 B Street, San Rafael, California.

20. Also on or about October 14, 1970, Respondents, by their agents and pickets, picketed the delivery areas to the United Super Market located at 100 Red Hill Avenue, San Anselmo, California, and such pickets and agents orally induced and encouraged drivers not to make deliveries at that store. As a result of Respondents' activities, deliveries were not made.

21. Also on or about October 14, 1970, Respondents, by their agents and pickets, picketed the street corners adjacent to and the delivery area of the United Market located at 515 Third Street, San Rafael, California. Respondents' said agents and pickets, by threats and picketing, induced and encouraged drivers not to make deliveries to that store. As a result of such activities, deliveries by Rath Packing Company and Foremost Dairy were not made.

22. Also on or about October 14, 1970, Respondents, by their agents, signaled an employee of Ritz

Foods, and orally induced and encouraged him not to perform services for his employer in San Rafael, San Anselmo or Fairfax, California.

23. Also on or about October 14, 1970, Respondents, by their agents and pickets, by threats and picketing, induced and encouraged drivers of various employers engaged in commerce or in industries affecting commerce not to handle goods destined for Petrini's Meat, Inc. As a result of such activities, deliveries from the following employers were not made: Foremost Dairy, Armour & Company, American Poultry, McDermott Meats, and Mace Meat Company. As a further consequence of the activities herein described at Petrini's, that store received no deliveries of any kind after Respondents' picketing began October 14, 1970.

24. On or about October 15, 1970, Respondents, by their agents and pickets, picketed a Safeway truck near or adjacent to the Safeway store at 700 B Street, San Rafael, California. As a consequence of such picketing and other conduct, the Safeway driver refused to perform services for Safeway and to deliver the goods in his truck.

25. On or about October 16, 1970, Respondents, by their pickets and agents, picketed the driveway and loading dock entrances to the Lucky Store at 720 Center Street, Fairfax, California. The pickets carried signs stating "This Seafarer Supports I.J. Strikers" and signs stating "Seamans Support I. J. Strikers".

26. Also on or about October 16, 1970, Respondents, by their agents and pickets, picketed the customer entrances, delivery entrance and parking lot of the Safeway store located at 900 Sir Francis Drake Boulevard, San Anselmo, California. Some of the pickets carried signs with legends stating "Seamans Support I. J. Strike". Others carried signs stating "This Longshoreman Supports I. J. Strike".

27. Also on or about October 16, 1970, Respondents, by their pickets and agents, picketed with from twelve to fifteen pickets in the area of the Red Hill Shopping Center in San Anselmo, California, in the vicinity of a store of Safeway, of Longs Drugs (herein called Longs), and Sears Roebuck & Co. (herein called Sears). Such picketing was engaged in with signs which identified the pickets as "Longshoremen" and "Seamen". Among such pickets was a person wearing a button identifying him as a steward for Respondent Local 10.

28. On various occasions since about October 8, 1970, Respondents, and each of them, acting jointly and in concert and participation with each other, and in furtherance and support of Respondent Local 21's dispute with the Journal, have, by picketing, oral appeals, instructions, directions and orders, and by other means, induced or encouraged individuals employed by persons engaged in commerce or in an industry affecting commerce to engage in work stoppages and refusals to perform services for their employers and have threatened, coerced and restrained such persons.

V. The acts and conduct of Rsepondents set forth

in paragraph IV and its subparagraphs 1 through 28, above, have been engaged in by Respondents acting as joint venturers and in concert and participation with each other.

VI. The acts and conduct of Respondents set forth in paragraph IV and its subparagraphs 1 through 28, above, and in paragraph V, above, have been engaged by Respondent labor organizations and the individual Respondents named herein acting as joint venturers and in concert and participation with each other.

VII. By the acts and conduct described in paragraph IV and its subparagraphs 1 through 28, above, and by other means, Respondents have engaged in, and have induced or encouraged individuals employed by Mayfair, Safeway, Garden City, Lucky, Foremost, various tenants of Red Hill Shopping Center, United Market, Ritz, Rath Packing Company, Armour & Company, American Poultry, McDermott Meats, Mace Meat Company, Petrini's, Longs and Sears, by their suppliers, by carriers making deliveries to or pickups from such persons, and by other persons engaged in commerce or in an industry affecting commerce, to engage in, strikes or refusals in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on goods, articles, materials or commodities, or to perform services, and have threatened, coerced and restrained such persons, with an object or objects of:

(1) Forcing or requiring Mayfair, Safeway, Garden City, Lucky, Foremost, various tenants of Red Hill Shopping Center, United Market, Ritz, Rath Packing Company, Armour & Company, American

Poultry, McDermott Meats, Mace Meat Company, Petrini's, Longs and Sears, and other persons, to cease placing advertisements in or to otherwise cease doing business with the Journal;

(2) Forcing or requiring the customers and suppliers of such persons to cease doing business with such persons in order to compel such persons to cease placing advertisements in or to otherwise cease doing business with the Journal.

VIII. By their acts and conduct described in paragraph IV, and its subparagraphs, and paragraphs V through VII, above, Respondents have disobeyed, violated and resisted, and have failed and refused to comply with, and continued to disobey, violate and resist and to fail and refuse to comply with, the injunction orders of this Court entered herein on February 13 and April 28, 1970. Thereby Respondents have been, are, and continue to be, in civil contempt of this Court.

Wherefore, Petitioner prays:

1. That the Court issue an order directing Respondents, and each of them, to file with this Court, and serve a copy upon Petitioner, by a date certain, a sworn answer to the allegations of this petition for adjudication of civil contempt, specifically admitting or denying or meeting by affirmative defense each and every allegation thereof;

2. That the Court issue an order directing Respondents, and each of them, to appear before this Court at a time and place to be fixed by the Court, and show cause, if any there be, why Respondents

should not be adjudged in civil contempt of court for having disobeyed, violated and resisted, and for having failed and refused to comply with, the Court's injunction orders entered herein on February 13 and April 28, 1970;

3. That upon their appearance pursuant to such order to show cause, Respondents be adjudged in civil contempt of this Court;

4. That upon such adjudication, the Court enter an order requiring Respondents to purge themselves of such civil contempt by:

(a) Fully complying with all the terms and provisions of this Court's injunction orders of February 13 and April 28, 1970;

(b) Notifying Mayfair, Safeway, Garden City, Lucky, Foremost, various tenants of Red Hill Shopping Center, United Market, Ritz, Rath Packing Company, Armour & Company, American Poultry, McDermott Meats, Mace Meat Company, Petrinis, Longs and Sears, and all other persons doing business with the Journal whose names may be furnished Respondents by Petitioner, that they are free to continue or resume advertising in or doing business with the Journal without fear of economic or other consequences from Respondents, or any of them, and that Respondents will not, by picketing or in any other manner, or by any other means, induce or encourage any individual employed by any of such firms, or any of their suppliers, or of any carrier making deliveries to or pickups from them, or of any person doing business with them, to engage in any work stoppage or refusal in the course of his employment to perform

work, or in any like or similar manner, threaten, coerce or restrain them, or any of them, or any person doing business with them, in order to force or require any such person to cease placing advertisements in the Journal or to otherwise cease doing business with the Journal.

(c) Posting immediately in the offices of Respondents, and in all places where notices to members of Respondent labor organizations are customarily posted, and maintaining said notices for a period of at least 60 consecutive days, copies of a notice stating that Respondents have been adjudged in civil contempt of this Court for their disobedience of and resistance to, and their failure and refusal to comply with, the injunction orders entered by this Court on February 13 and April 28, 1970, and that Respondents will not repeat the conduct found to have violated the Court's orders, or further engage in, sanction, support or induce or encourage any acts or conduct in violation of said injunction orders; and by making available to Mayfair, Safeway, Garden City, Lucky, Foremost, various tenants of Red Hill Shopping Center, United Market, Ritz, Rath Packing Company, Armour & Company, American Poultry, McDermott Meats, Mace Meat Company, Petrinis, Longs and Sears, trucking companies, common carriers, suppliers and service companies which regularly or customarily make pickups from or deliveries to Journal or such business firms, which may be designated by Petitioner, signed copies of said notices for posting at their places of business if they so desire;

(d) Filing with the Clerk of this Court and by serving copies thereof on Petitioner, within five days

after entry of the order of adjudication in contempt, sworn statements showing in detail the steps taken by Respondents to comply with the Court's order of adjudication in contempt;

(e) Appearing in person before this Court within ten days after entry of the order of adjudication, and, upon two days' notice to Petitioner, showing to the Court that Respondents have complied with the order; and

(f) Paying to the Board, as costs, reasonable counsel fees and all costs and expenditures incurred by the Board in the investigation, preparation, presentation and final disposition of this proceeding to adjudge Respondent in civil contempt, and, in addition thereto, the court costs of this proceeding as taxed by the Clerk of this Court.

5. That the Court fix an appropriate compliance fine to be imposed upon Respondents in the event that Respondents continue or repeat their failure and refusal to comply with the orders of this Court of February 13 and April 28, 1970, or the order of adjudication in contempt of court, or in the event Respondents further fail or refuse to comply with, or violate or disobey said orders.

6. That upon the failure of Respondents so to purge themselves of their contempt, attachment for civil contempt issue against Respondents.

7. That the Court take such other and further action and grant such other and further relief as may be just, reasonable and necessary to make effective the injunction orders of this Court and as the nature of these proceedings in civil contempt may require.

WITH RESPECT TO THE REQUEST FOR INSTITUTION OF, ADJUDICATION IN, AND PUNISHMENT FOR CRIMINAL CONTEMPT

IX. Petitioner, with respect to the request for the institution of, adjudication in, and punishment for criminal contempt, reiterates and alleges, with the same force and effect as though fully set forth herein, each and every allegation hereinabove contained in paragraphs marked I through VII, inclusive.

X. Respondents, and each of them, have engaged in the acts and conduct hereinabove described in paragraph IV, subparagraphs 1 through 28, and paragraphs V through VII, knowingly and wilfully and with intent to defy, disobey, violate and resist the aforesaid orders of this Court, Thereby, Respondents have, and are, in criminal contempt of this Court and its lawful authority.

Wherefore, the Petitioner respectfully requests:

1. That the Court institute, *sua sponte,* a prosecution of Respondents, and each of them, for criminal contempt of this Court;

2. That the Court appoint and designate Milo V. Price, Harvey Letter. Walter L. Kintz and W. David Smullin, attorneys for Petitioner, as counsel for the Court to prosecute the criminal contempt;

3. That the Court issue an order directing each Respondent labor organization, through an officer thereof, and each individual Respondent to appear before this Court at a time and place fixed by the Court and then and there show cause, if any there be, why each should not be adjudged in, and punished

for, criminal contempt of this Court for having wilfully and knowingly, and with intent to do so, defied, disobeyed, violated and resisted the orders of this Court entered on February 13 and April 28, 1970;

4. That upon return of said order to show cause, Respondents be adjudged in criminal contempt of this Court and punished by fine or imprisonment, or both, in such manner as this Court may deem just and proper.

Dated at San Francisco, California, this 19th day of October, 1970.

/s/ Roy O. Hoffman
Roy O. Hoffman,
Regional Director
Region 20
National Labor Relations Board

Arnold Ordman,
General Counsel,
Dominick L. Manoli,
Associate General Counsel,
Julius G. Serot,
Assistant General Counsel,
Harvey Letter,
Regional Attorney, Region 20
/s/ Milo V. Price,
Milo V. Price,
Walter L. Kintz,
W. David Smullin, Attorneys.
National Labor Relations Board

[Title of Court and Cause]

[Filed Oct. 19, 1970]

ORDER DESIGNATING ATTORNEYS TO PROSECUTE CRIMINAL CONTEMPT PROCEEDINGS.

Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, having filed a petition requesting the Court to institute, *sua sponte,* criminal contempt proceedings against San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO, and John DeMartini, its Vice President, and Don Abrams, its Organizer; Brotherhood of Teamsters & Auto Truck Drivers Local No. 70, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and James R. Muniz, its President; Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and Timothy J. Richardson, its Business Manager and Recording Secretary, and Henry Montano, its Business Representative; and International Longshoremen's and Warehousemen's Union, Local No. 10, for having knowingly and wilfully, and with intent to do so, defied, disobeyed, violated and resisted the orders of this Court entered on February 13, 1970, and May 13, 1970 in the cases of Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, for and on behalf of the National Labor Relations Board, Petitioner, v. San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO; Freight, Construc-

tion, General Drivers & Helpers Union Local 287, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America; and Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Respondents, Civil No. C-70,306; and Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, for and on behalf of the National Labor Relations Board, Petitioner, v. San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO, Respondent, Civil No. C-70,895, and the Court having considered the request, it is hereby

ORDERED that Milo V. Price, Harvey Letter, Walter L. Kintz, and W. David Smullin, Attorneys for the National Labor Relations Board, be and they hereby are appointed as counsel to prosecute, on behalf of the Court, the aforesaid San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO, and John DeMartini, its Vice President, and Don Abrams, its Organizer; Brotherhood of Teamsters & Auto Truck Drivers Local No. 70, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and James R. Muniz, its President; Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and Timothy J. Richardson, its Business Manager and Recording Secretary, and Henry Montano, its Business Representative; and International Longshoremen's and

Warehousemen's Union, Local No. 10, for criminal contempt of this Court.

Done and ordered at San Francisco, California, this 19th day of October, 1970.

/s/ W. T. Sweigert
United States District Judge

[Title of Court and Cause]

[Filed Oct. 19, 1970]

ORDER TO SHOW CAUSE FOR ADJUDICATION IN CIVIL AND CRIMINAL CONTEMPT

Upon the verified petition of Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, praying for an adjudication in civil contempt and for other civil relief, and requesting this Court to institute, *sua sponte*, criminal contempt proceedings, and upon all the pleadings and proceedings heretofore had herein, and good cause appearing therefore, it is

ORDERED that Respondents San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO, its officers and agents, and John DeMartini, its Vice President, and Don Abrams, its Organizer; Brotherhood of Teamsters & Auto Truck Drivers Local No. 70, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, its officers and agents, and James R. Muniz, its President; Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, International Brother-

hood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, its officers and agents, and Timothy J. Richardson, its Business Manager and Recording Secretary, and Henry Montano, its Business Representative; and International Longshoremen's and Warehousemen's Union, Local No. 10, its officers and agents, and each of them, appear before this Court at San Francisco, California, on the 23 day of October, 1970, at 2 p.m. or as soon thereafter as counsel can be heard, and then and there show cause, if any there be, why they should not be adjudged in civil contempt of this Court as prayed in said petition; and

It Is Further Ordered that with respect to the petition for adjudication in civil contempt Respondents San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO, and John DeMartini, its Vice President, and Don Abrams, its Organizer; Brotherhood of Teamsters & Auto Truck Drivers Local No. 70, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and James R. Muniz, its President; Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and Timothy J. Richardson, its Business Manager and Recording Secretary, and Henry Montano, its Business Representative; and International Longshoremen's and Warehousemen's Union, Local No. 10, and each of them, file with the Clerk of this Court and serve a copy thereof upon Petitioner at his office located at 450 Golden Gate Avenue, Box 36047 (Room 13062), San Francisco, California 94102, on or before

the 22 day of October, 1970, a sworn answer, specifically admitting or denying, or meeting by affirmative defense, each and every allegation of the said petition.

It Is Further Ordered that Respondents San Francisco Typographical Union No. 21, International Typographical Union, AFL-CIO, and John DeMartini, its Vice President, and Don Abrams, its Organizer; Brotherhood of Teamsters & Auto Truck Drivers Local No. 70, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and James R. Muniz, its President; Brotherhood of Teamsters & Auto Truck Drivers Local No. 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and Timothy J. Richardson, its Business Manager and Recording Secretary, and Henry Montano, its Business Representative; and International Longshoremen's and Warehousemen's Union, Local No. 10, and each of them, appear before this Court at San Francisco, California, on the 23 day of October, 1970, at 2 p.m., or as soon thereafter as counsel can be heard, and then and there show cause, if any there be, why they, and each of them, should not be adjudged in and punished for criminal contempt of this Court by reason of their having knowingly and wilfully, and with intent to do so, violated, resisted, disobeyed and defied the orders granting temporary injunction of this Court entered herein on February 13, 1970 and April 28, 1970, all as appears from the said petition of Roy O. Hoffman, Regional Director of the Twentieth Region of the National Labor Relations Board, and

It Is Further Ordered that a copy of this order, together with the said petition of Roy O. Hoffman, be served upon Respondents in any manner provided in the Federal Rules of Civil Procedure by a United States Marshal or by a person specially appointed by the Clerk of this Court pursuant to Rule 12 of the Local Rules of Practice of this Court, and that proof of such service be filed herein.

Done at San Francisco, California, this 19th day of October, 1970.

/s/ W. T. Sweigert
United States District Judge

[Title of Court and Cause]

RESPONSE TO ORDER TO SHOW CAUSE FOR ADJUDICATION IN CRIMINAL CONTEMPT

Come now respondents Teamsters Local No. 70 and James R. Muniz, and pursuant to the Order and Adjudication in Criminal Contempt filed herein on December 24, 1970, hereby state the following reasons why penalties should not be imposed:

The said order of December 24, 1970 was fatally defective in that it does not set forth any findings of fact in which the alleged criminal contempt of these respondents is predicated.

1. There is no finding of which one or more, if any, of the alleged acts constituting contempt as set forth in the petition were found to have been committed by these respondents;

2. There is no finding as to what conduct of these respondents is found to have been in violation of this Court's order or orders, or any terms thereof, nor is there finding as to what conduct of these respondents violated what terms of any of this Court's orders;

3. There is no finding as to how any conduct found to have been in violation of any order of this Court can be related to, or brought home to, these respondents.

4. There is no finding as to what order of this Court, if any, or the terms of which order of this Court, if any, these respondents have actual or any notice;

5. There is no finding as to how, if at all, these respondents received actual, or any, notice of said order or orders, or the terms thereof.

Dated: January 20, 1971.

Levy & Van Bourg
By /s/ Victor J. Van Bourg
Victor J. Van Bourg
Attorneys for Said Respondents

[Title of Court and Cause]

PRESENTENCE REPORT AND RECOMMENDATIONS

Pursuant to request of the Court, the following presentence report and recommendations are submitted by the Petitioner in the above-entitled action:

I. Court injunctions issued against respondents under Section 10(1) of the National Labor Rela-

tions Act on application of the National Labor Relations Board:

A. *Teamsters Local 85*

1. Civil No. 48799—Injunction issued by Judge Weigel, March, 1968.
2. Civil No. 50341—Injunction issued by Judge Wollenberg, December, 1968.
3. Civil No. 50342—Injunction issued by Judge Wollenberg, December, 1968.
4. Civil No. 50444—Injunction issued by Judge Wollenberg, February, 1969.
5. Civil No. 52116—Injunction issued by Judge Levin, September, 1969.
6. Civil No. C-69-95 RFP—Injunction issued by Judge Peckham, October, 1969.
7. Civil No. C-70-857 ACW—Injunction issued by Judge Wollenberg, May, 1970.
8. Civil No. C-70-306 LHB—Injunction issued by Judge Burke, February, 1970.
9. Civil No. C-70-952 SAW—Injunction issued by Judge Peckham, May, 1970, finding that "Local 85 has demonstrated a persistent disposition and proclivity" for violating Section 8(b)(4)(B) of the Act.
10. Civil No. C-70-1037 OJC—Temporary Restraining Order issued May 15, 1970 by Judge Carter and continued by subsequent order restraining Local 85 from engaging in any picketing, etc., where an object thereof is to cause any person to cease doing business with any other person in San Francisco or San Mateo Counties. (The order remains in effect.)

B. *Teamsters Local 70 and Teamsters Local 85*

1. Civil No. 52169—Injunction issued by Judge Levin, September, 1969.
2. Civil No. C-70-2720 SC—Injunction issued January 6, 1971.

C. *Local 21*

1. Civil No. C-70-306 LHB—Injunction issued February, 1970.
2. Civil No. C-70-895 WTS—Injunction issued April, 1970.

D. *Local 10*

1. Civil No. 94679—Injunction issued by Judge Burke.

II. Prior contempt findings against Respondents:

A. Respondent Local 21, in Civil No. C-70-895 WTS, was, on June 24, 1970, found in contempt of this Court's order of April 28, 1970.

B. Respondent Local 85, in Civil No. 52116, was, on December 5, 1969, found by Chief Judge Harris of this Court to be in civil contempt of the Temporary Injunction issued in that case in September 1969.

C. Respondent Richardson, in Civil No. 52116, was, on December 5, 1969, found in civil contempt of this Court's order issued September 26, 1969.

D. Respondent Abrams, in Civil No. 70-895-WTS, was, on June 24, 1970, found in civil contempt of this Court's order of April 28, 1970.

III. Financial condition of Respondent Unions as reflected by reports filed with the U.S. Department of Labor (copies of reports attached):

A. *Respondent Local 21*

Net assets as of May 31, 1970—$389,259

B. *Respondent Local 70*

Net assets as of December 31, 1969—$510,741

C. *Respondent Local 85*

Net assets as of December 31, 1969—$215,448

IV. Damages suffered by five of the twenty-six business establishments affected by Respondents' picketing and other conduct:

Affidavits attached hereto reflect damages and expenses incurred by these firms amounting to $27,201.06. Additional claims for damages are anticipated. Also attached is a memorandum of law by Counsel for Food Employers' Council relating to reimbursement for such damages and expenses.

V. Claim for reimbursement of costs and expenses of the National Labor Relations Board for the prosecution of the civil contempt proceedings will be submitted in due course.

RECOMMENDATIONS WITH RESPECT TO IMPOSITION OF PUNISHMENT FOR CRIMINAL CONTEMPT

I. *Imprisonment*

Although Petitioner considers the contumacious conduct of respondents as having been of extremely serious nature, and has given great consideration to recommending the imposition of both fines and imprisonment for the individual respondents, he is presently of the view that the authority and dignity of the Court can as well be vindicated by the imposition of substantial fines only. Accordingly, provided substantial fines are imposed, Petitioner does not recommend imprisonment of the individual respondents, recognizing, however, that the Court has discretion in this matter.

II. *Fines*

Petitioner recommends the imposition of the following fines against respondents:

A. That each individual respondent be fined a sum of not less than $5,000.

B. That each union respondent be fined a sum of not less than $25,000.

Respectfully submitted,
/s/ Milo V. Price
Milo V. Price
Attorney for Petitioner

January 21, 1971

U.S. DEPARTMENT OF LABOR
Office of Labor-Management and Welfare-Pension Reports
Washington, D.C. 20210

LABOR ORGANIZATION ANNUAL REPORT

FORM LM-2

Form approved by Bureau of the Budget No. 44-R1132.1

READ INSTRUCTIONS CAREFULLY BEFORE PREPARING REPORT

1. NAME OF LABOR ORGANIZATION (as shown on charter, constitution, etc.)
BROTHERHOOD OF TEAMSTERS & AUTO TRUCK DRIVERS

2. PERIOD COVERED BY THIS REPORT — From: Month 1 Day 1 Year 69 — To: Month 12 Day 31 Year 69

3. LM FILE NO. 010997

4.a. AFFILIATION
BROTHERHOOD OF TEAMSTERS

4.b. UNIT DESIGNATION (Local, Lodge, etc.)
LOCAL UNION

4.c. UNIT NUMBER
70

5. CITY, COUNTY AND STATE WHERE CHARTERED TO OPERATE
OAKLAND (City) | ALAMEDA (County) | CALIF. (State)

6. MAILING ADDRESS: (For official mail to the Union)
(c/o) NAME OF PERSON
NUMBER AND STREET: 70 HEGENBERGER ROAD
CITY: OAKLAND, STATE: CALIFORNIA ZIP CODE: 94621

7. Are records kept at address listed in Item 6? If "NO", give address in Item 18. [X] YES [ ] NO

DURING THE REPORTING PERIOD DID YOUR ORGANIZATION DIRECTLY OR INDIRECTLY:

		Yes	No
8.	Have any accounts in banks or other financial institutions held in a name other than that of your organization?	[ ]	[X]
9.	Liquidate or reduce any liabilities without disbursement of cash?	[ ]	[X]
10.	Create or participate in the administration of any business enterprises or other organizations which met the definition of a "subsidiary organization" as that term is defined in the instructions on page 2?	[ ]	[X]
11.	Acquire any goods or property in any manner other than by purchase or dispose of such property in any manner other than by sale?	[ ]	[X]
12.	Create or participate in the administration of a trust or other fund or organization, a primary purpose of which is to provide benefits for members or their beneficiaries as defined by Section 3(l) of the Act?	[X]	[ ]

INDICATE BELOW ANY CHANGES IN THE LABOR ORGANIZATION INFORMATION REPORT (LM-1) WHICH HAVE NOT BEEN PREVIOUSLY REPORTED

		Yes	No
13.	Does the address in Item 6 represent a change?	[ ]	[X]
14.	Has there been a change in officers?	[X]	[ ]
15.	Have there been any other changes?	[ ]	[X]

AS OF THE END OF THE REPORTING PERIOD

16.	Were any assets pledged as security or encumbered in any other way?	[X]	[ ]
17.	Did your organization have any contingent liabilities?	[ ]	[X]

(If the answer to any of the above questions, other than 13 and 14, is "Yes," details must be provided in Item 18 below. See specific instructions for items which have been answered "Yes.")

18. ADDITIONAL INFORMATION

Item No.	
12	Teamsters Union Local #70 70 Hegenberger Road Oakland, California Sick Benefit Fund File #138712 Group Insurance Fund #138712
12	Teamsters Security Fund 25 Taylor Street San Francisco, California Administers Trust Funds to provide members with welfare and pension benefits
16	Building Mortgage $383,159 Equipment Contracts 1,123

(If more space is needed, attach additional sheets with further statement, properly identified.)

Each of the undersigned officers of the above labor organization declares that he is the officer required to sign this report and that the information contained on this report and any accompanying documents, is to the best of his knowledge and belief, true, correct, and complete

71. SIGNED: Lamar R Mann, PRESIDENT (If other title, cross out and write in correct title above.) at Oakland, Calif (City, State) on 4/20/70 (Date)

72. SIGNED: R N Lenderson, TREASURER (If other title cross out and write in correct title above) at Oakland, Calif (City, State) on 4/20/70 (Date)

Form LM-2 (Rev. 3/68) Page 1

BEST COPY AVAILABLE

STATEMENT OF ASSETS AND LIABILITIES

Item	ASSETS	Sch	A: Start of Reporting Period	B: End of Reporting Period	Item	LIABILITIES	Sch	C: Start of Reporting Period	D: End of Reporting Period
19	Cash on Hand		$ 580	$ 832	29	Accounts Payable		$ 4,286	$ 604
20	Cash in Banks		135,248	95,534	30	Loans Payable	6	1 722	
21	Accounts Receivable				31	Mortgages Payable		404 534	383 159
22	Loans Receivable	1	8 845	8 325	32	Other Liabilities	4		1 123
23	U.S. Treasury Securities		5,000	5 000	33	TOTAL LIABILITIES		$ 410 542	$ 384 886
24	Mortgage Investments								
25	Other Investments	2							
26	Fixed Assets	5	837 727	785 936		NET ASSETS			
27	Other Assets	3			34	Net Assets (Item 28 less Item 33)		$ 576 858	$ 510 741
28	TOTAL ASSETS		$ 987 400	$ 895 627					

STATEMENT OF RECEIPTS AND DISBURSEMENTS

Item	CASH RECEIPTS	Sch	A	Item	CASH DISBURSEMENTS	Sch	B
35	Dues		$ 1 013 742	52	Per Capita Tax		$ 233 331
36	Per Capita Tax			53	Fees, Fines, Assessments, etc		
37	Fees		90 299	54	To Affiliates of Funds Collected on Their Behalf		
38	Fines			55	For Account of Affiliates		2,465
39	Assessments		535	56	To Officers	8	
40	Work Permits				(a) Gross $ 275 022		
41	On Behalf of Affiliates for Transmittal to Them				(b) Less Deductions 46 465		228 557
42	Sale of Supplies			57	To Employees	9	
43	Interest		4 890		(a) Gross $ 167 546		
44	Dividends				(b) Less Deductions 30 285		137 261
45	Rents		875	58	Office and Administrative Expense		49 474
46	Loans Obtained	A		59	Educational and Publicity Expense		3 600
47	Sale of Investments and Fixed Assets	7		60	Professional Fees		17 253
48	Repayment of Loans Made	1	520	61	Benefits	11	259 788
49	From Members for Disbursement on Their Behalf		6 754	62	Loans Made	1	
50	From Other Sources	13	19 172	63	Contributions, Gifts and Grants	12	3 138
51	TOTAL RECEIPTS (Items 35 through 50)		$ 1 136 787	64	Supplies for Resale		
				65	Purchase of Investments and Fixed Assets	10	10 776
				66	Taxes		132 591
				67	On Behalf of Individual Members		6 780
				68	Repayment of Loans Obtained	6	1 722
				69	For Other Purposes	14	89 513
				70	TOTAL DISBURSEMENTS (Items 52 through 69)		$ 1 176 249

SCHEDULE 1—LOANS RECEIVABLE

Name of Officer, Employee, Member or Business Enterprise	Purpose of Loan, Security, if any, and Arrangement for Repayment	A: Loans Made During Period	B: Repayments Received During Period	C: Balance at End of Period
McKinney & Harmony	2nd Deed of Trust held on on sale of San Leandro Building		520	8 325
Loans not listed above				
Totals of Items 1 through 7		NONE	520	8 325
(Enter the totals of columns (A), (B), and (C) on Item 22 on page 2 as shown)		A2	48	22

Form LM-2 (Rev. 3/68) Page 2

[illegible]

SCHEDULE 2—OTHER INVESTMENTS (See instructions, Item 25)

Description (A)	Amount (B)
Marketable Securities	
1 Total Cost	$
2 Total Book Value	
3 Itemize each Marketable Security holding over $1,000 whose book value exceeds 20% of the total on line 2 above	
(a)	
(b)	
(c)	
(d)	
Other Investments	
4 Total Cost	
5 Total Book Value	
6 Itemize each Other Investment holding over $1,000 whose book value exceeds 20% of the total on line 5 above.	
(a)	
(b)	
(c)	
(d)	
7 Total of lines 2 and 5	$ NONE
(Enter the total in item on page 2 as shown)	25

SCHEDULE 3—OTHER ASSETS (See instructions, Item 27)

Description (A)	Book Value (B)
1.	$
2.	
3.	
4	
5.	
6. Total of lines 1 through 5	$ NONE
(Enter the total in item on page 2 as shown)	27

SCHEDULE 4—OTHER LIABILITIES (See instructions, Item 32)

Description (A)	Amount at End of Period (B)
1.	$
2. Equipment Contract	1,123
3.	
4.	
5	
6.	
7.	
8.	
9. Total of lines 1 through 8	$ 1,123
(Enter the total in item on page 2 as shown)	32

SCHEDULE 5—FIXED ASSETS (See instructions, Item 26)

Description (A)	Cost or Other Basis (B)	Total Depreciation (if any) (C)	Book Value (D)
1. Land (Give Location) 70 Hegenberger Rd.- Oakland, California	$ 188,608		$ 188,608
2. Buildings (Give Location) 70 Hegenberger Rd.- Oakland, California	586,467	$ 40,989	545,478
3. Automotive Equipment	74,095	22,245	51,850
4. Office Furniture and Equipment			
5. Other Fixed Assets			
6. Totals of lines 1 through 5	$ 849,170	$ 63,234	$ 785,936
(Enter the total of columns (D) in item on page 2 as shown)			26

SCHEDULE 6—LOANS PAYABLE

Source (A)	Arrangements for Repayment (B)	Loans Obtained During Period (C)	Repayment of Loans During Period (D)	Balance at End of Period (E)
1. Bank - Insurance Premium		$	$ 822	$
2 Bank - Equipment			900	
3.				
4				
5 Total from Additional Listings, if any				
6 Total of lines 1 through 5		$ NONE	$ 1,722	$ NONE
(Enter the total(s) of columns (C), (D), and (E) on items on page 2 as shown)		40	60	30

SCHEDULE 7—SALE OF INVESTMENTS AND FIXED ASSETS (See instructions, Item 47)

Description of Asset Sold (If Land or Building, Give Location) (A)	Cost (B)	Book Value (C)	Gross Sales Price (D)	Amount Realized (E)
1.	$	$	$	$
2.				
3.				
4				
5 Totals of lines 1 through 4	$	$	$	$ NONE
(Enter the total of column (E) on item on page 2 as shown)				47

From LM 2 / Page 2

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS
LOCAL NO 70
70 HEGENBERGER ROAD
OAKLAND, CALIFORNIA 94621

LM - 010997
94-0577280

LM 2 - 109
PAGE 4 - SCHEDULE 8

Name	Status	Title	Salary	Allowance	Expense	Total
J. R. Muniz	N	Pres.	$ 8,436	$ 2,450	$ 1,005	$ 11,891
A. N. Leishman	C	Secy-Treas.	15,401	3,925	1,320	20,646
S. Botetho	N	V.Pres.	2,449	806	5	3,260
R. Durossette	N	Rec.Secy.	3,429	1,913	91	5,433
S. F. Royster	P	Pres.	6,383	1,421	917	8,721
J. R. Ramos	P	V.Pres.	1,631	125	41	1,797
L. C.Pyne	P	Rec. Secy.	2,113		6	2,119
R. Rocha	C	Trustee	2,848	1,200		4,048
A. Soto	C	Trustee	2,729	1,200		3,929
J. P. Sweeney	N	Trustee	1,371	725		2,096
S. A. Marinkovich	P	Trustee	622	500		1,122
L. R. Acosta	P	Bus.Rep.	5,745	1,300	700	7,745
J. A. Arino	C	Bus. Rep	12,856	3,232	1,598	17,686
M. P. Bigenho	P	Bus. Rep.	5,989	1,000	652	7,641
R. L. Decker	P	Bus. Rep.	1,925	200	134	2,259
E. F. DeCosta	P	Bus. Rep	5,041	1,150	298	6,489
W. C. Fagundes	C	Disp.	12,601	1,200		13,801
A. J. Fialho	N	Disp.	7,695	725		8,420
R. S. Freitas	C	Bus.Rep.	12,601	2,585	1,590	16,776
C. D. Mack	C	Bus.Rep.	12,611	2,700	1,458	16,769
J. A. Murphy	C	Disp	12,601	1,200		13,801
L. R. Nunes	C	Bus.Rep.	12,601	2,900	1,404	16,905
E. H. Painter	C	Bus.Rep	12,601	2,400	1,425	16,426
L. D. Riga	C	Bus.Rep	12,601	2,500	1,850	16,951
W. Rodgers	N	Bus.Rep	7,591	1,450	649	9,690
R. Sarmento	C	Bus. Rep	12,601	2,600	950	16,151
R. Windsor	N	Bus.Rep	7,591	1,850	945	10,386
A. R. Ybarrolaza	N	Bus.Rep.	7,591	1,450	931	9,972
R. Colliver	P	Warden		300		300
J. Kanaby	P	Warden	915	420		1,335
M. H. Bapiste	N	Conductor	37	420		457
L. H. Windsor	P	Conductor				
			$211,206	$45,847	$17,969	$275,022

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ELEMENT 6—DISBURSEMENTS TO OFFICERS (See Instructions, Item 34)

Name (A)	Title (B)	No. of Hrs. (C)	Gross Salary (before taxes and other deductions) (D)	Allowances (E)	Other Direct and Indirect Disbursements: Expenses (including Reimbursed Expenses) (F)	Other Disbursements (G)	Total (H)
1.			$	$	$	$	$
2.							
3.							
4.							
5.							
6.							
7. Total from additional listings, if any			211 206	45 847	17 969		275 022
8. Totals of lines 1 through 7			$ 211 206	$ 45 847	$ 17 969	$	$ 275 022

(Enter the total of column (H) in item on page 2 as shown) ..... 36(a)

SCHEDULE 9—DISCLOSEMENTS TO EMPLOYEES (See Instructions, Item 37)

Name (A)	Position (B)	Name of Affiliated Organization (if applicable) (C)	Gross Salary (before taxes and other deductions) (D)	Allowances (E)	Other Direct and Indirect Disbursements: Expenses (including Reimbursed Expenses) (F)	Other Disbursements (G)	Total (H)
1. L. Hansen	Off. Mgr.		$ 12 141	$	$	$	$ 12 141
2.							
3.							
4.							
5. Total from Additional Listings, if any							
6. Total for all employees who, during the reporting period, received $10,000 or less gross salary, allowances, and other direct and indirect disbursements			147 301	49 89	31 15		155 405
7. Totals of lines 1 through 6			$ 159 442	$ 49 89	$ 31 15		$ 167 546

(Enter the total of column (H) in item on page 2 as shown) ..... 37(a)

SCHEDULE 10—PURCHASE OF INVESTMENTS AND FIXED ASSETS (See Instructions, Item 63)

Description of Assets (If land or buildings, give location) (A)	Book Value (B)	Amount Paid (C)
1. Office Equipment Contract	$ 5 251	$ 3 662
2.		
3. Office Equipment	7 114	7 114
4.		
5.		
6. Totals of lines 1 through 5	$ 12 365	$ 10 776

(Enter the total of column (C) in item on page 2 as shown) 65

SCHEDULE 11—BENEFITS (See Instructions, Item 61)

Type of Benefit (A)	To Whom Paid (B)	Amount (C)
1. Group Life	Ins. Co.	$ 112 808
2. Welfare & Pension	Fund	46 144
3. Comp. Ins.	Fund	4 656
4. Sick Benefits	Members	98 180
5. Total of lines 1 through 4		$ 259 788

(Enter the total in item on page 2 as shown) 61

SCHEDULE 12—CONTRIBUTIONS, GIFTS AND GRANTS (See Instructions, Item 63)

Type (A)	Amount (B)
1. Civic & Charities	$ 2,350
2. Political	100
3. Labor	425
4. Testimonial	263
5. Total of lines 1 through 4	$ 3,138

(Enter the total in item on page 2 as shown) 63

SCHEDULE 13—OTHER RECEIPTS (See Instructions, Item 30)

Other Services (A)	Amount (B)
1. Expense Reimbursements	$ 15 759
2. Out-of-Work Benefits	2 495
3. Other	918
4.	
5.	
6. Total of lines 1 through 5	$ 19 172

(Enter the total in item on page 2 as shown) 53

SCHEDULE 14—OTHER DISBURSEMENTS (See Instructions, Item 69)

Other Purposes (A)	Amount (B)
1. Air Travel	$ 3 280
2. Committee & Meetings	22 060
3. Building Expense	17 133
4. Building Mortgage	47 040
5.	
6. Total of lines 1 through 5	$ 89 513

(Enter the total in item on page 2 as shown) 69

Form SSA-3 (Rev. 2/66) Page 4

The Order and Adjudication in Criminal Contempt dated December 24, 1970, is contained in the Memorandum filed by the Government in October, 1974, at Page 23a and is not reprinted here.

The Findings of Fact and Conclusions of Law Re: Criminal Contempt Proceedings dated January 21, 1971 is contained in the Memorandum filed by the Government in October, 1974, at Page 26a and is not reprinted here.

The Decision of the United States Court of Appeals for the Ninth Circuit is attached as an Appendix to the Petition for a Writ of Certiorari and is not reprinted here.

The Order Denying Rehearing by the United States Court of Appeals for the Ninth Circuit is attached as an Appendix to the Petition for a Writ of Certiorari and is not reprinted here.

[Order Granting the Petition for a Writ of Certiorari]

The petition for a writ of certiorari is granted limited to Questions 3 and 4 presented by the petition which read as follows:

"3. Whether petitioners, charged with criminal contempt for an alleged violation of an injunction issued under the National Labor Relations Act, are entitled to a trial by jury under 18 U.S.C. § 3692, which provides that alleged contemnors are entitled to a jury trial in all contempt cases 'arising under the laws of the United States governing the issuance of injunctions or restraining orders in any case involving or growing out of a labor dispute.'

"4. Whether Article III, Section 2 and the Sixth Amendment to the Constitution mandate a jury trial where a penalty of $25,000.00 is assessed against a labor organization in a criminal contempt proceeding."

REPORTER'S TRANSCRIPT

[Oct. 23, 1970]

[Mr. Beeson] [p. 10] * * * I might remind Your Honor, there is a special statutory provision which guarantees the right of a jury in a criminal contempt proceeding in violation of an order of a labor dispute, and it is very likely that provision would be brought into play in this case.

And I would also remind Your Honor, in view of that statutory right to a jury trial, in the historic and right to a speedy trial in a criminal matter, for all of these reasons, it is appropriate and necessary to have the criminal matter taken up first and have the civil proceeding deferred until such time as there is a conclusion to that matter.

That summarizes our position in this respect. I have had to put this together hurriedly because of the show cause order. If Your Honor desires, I know of at least one case which is applicable here—I can file points and authorities if Your Honor feels it is necessary to do so.

Mr. Van Bourg: With respect to the clients on whose behalf we are appearing, we would join in the motion as well as the comments and arguments of Mr. Beeson. * * *

[Nov. 3, 1970]

[p. 89] * * * The Court: All right.

The motions to quash will be denied.

The motion previously made for a jury trial by the respondents will be denied. Memorandum will be filed by the Court in due course setting forth the reasons for the denial.

As indicated yesterday to counsel, I grant the motion for a severance of the proceedings to the extent that I indicated yesterday in the record.

* * *

[p. 104] * * * Mr. Beeson: Yes, Your Honor.

I want to make a motion which is a pro forma just to protect the record. I am afraid as the record stands now it may show that we were not appearing for all purposes but only specially at the time that the motion for a jury trial was made. So I would like the record to show that at this time, since Your Honor has now decided the motions to quash this, that we do make a motion for a jury trial in this matter with respect to the criminal aspect.

The Court: That motion for the record will be denied.

[p. 105] Mr. Van Bourg: Your Honor, may the record show that on behalf of Mr. Muniz and Local 70 we join in that motion.

Mr. Leonard: We do too, Your Honor.

The Court: And the motion as joined in is denied.

* * *

[December 23, 1970]

[p. 3] * * * The Court: All right. In this matter the record will show all parties present and represented. Now, this matter is submitted. The Court, therefore, will, without further ado, render its decision on the matters involved in this proceeding.

* * *

In respect to Teamsters Local No. 70, my finding of guilt beyond a reasonable doubt as to them is based not **[p. 4]** only upon the evidence as to what was done by one Muniz and other people connected with the union and by the union itself, but also upon the fact that knowledge of the orders in question by both Muniz and by Local No. 70 can be, in my opinion, inferred beyond a reasonable doubt from the circumstantial evidence of the collaboration between Muniz, the president of the one Teamsters Union, and Richardson, the secretary and business manager and recording secretary of the other.

* * *

[p. 5] The Court: Abrams. Yes. Now, I, at this time, am going to postpone the imposition of any punishment or penalty as to any of those unions found

guilty beyond a reasonable doubt of contempt and subject to penalty until these unions have an opportunity to present anything that they wish by way of extenuation before any penalty is imposed. And I'm going to set a time for hearing on that, and I'm going to question counsel for those unions and those individuals to present to me anything that they wish by way of extenuating circumstances so that penalty imposed may be neither too great nor too light and I'm going to ask the Board to present to me such information as they wish concerning the penalties which should be imposed in this matter. This can be done by all of the parties after the manner of a submission of material in respect to a presentence report.

[January 21,1971]

[p. 3] * * * The Court: This is the time fixed for a judgment in this matter, rather these matters, one of which is a criminal proceeding and the other is a civil proceeding.

The Court refers to its order and adjudication in criminal contempt dated 24 December 1970 in which the Court found that the allegations of the petition filed herein on October 19, 1970, particularly the allegations of Paragraphs 3 and 4, all of which allegations are hereby incorporated by reference therein, have been proved beyond a reasonable doubt as to the respondents named below and the facts of such allegations constitute the findings of fact in this **[p. 4]** case as to the respondents named below, and it is hereby ordered, adjudged and decreed that Respondent Local 21, Local 70, Local 85 and individual re-

spondents Abrams, Muniz and Richardson are and have been and they are adjudged to be in criminal contempt of this Court by reason of their willful disobedience of and resistance to, and their willful failure and refusal to comply with the temporary injunction orders of this Court entered herein on February 13, 1970, and on April 28, 1970.

The matter was fixed for today, January 21, for judgment.

At the time of the finding here in question I requested both sides to submit to the Court whatever they wished to present for the assistance of the Court in the matter of imposing judgment in this case.

I find that the petitioner, National Labor Relations Board, did present to the Court herein its presentence report and recommendation dated January 21, and in order to make sure that has been made available to all of the respondents involved in the criminal proceeding, I have requested counsel for the petitioner through my law clerk to serve these papers immediately on counsel for the respondents since it is in the nature of comments concerning judgment in this matter.

The responsibility, however, is entirely upon the Court, not upon the National Labor Relations Board. This is **[p. 5]** merely for the assistance of the Court in this matter.

Have the copies been served?

Mr. Price: Copies have been served on counsel for the respondents.

The Court: The document is not long. It consists of only three pages with certain reports attached

thereto and certain affidavits. The affidavits, however, pertain to the civil matter only and need not be considered so far as this proceeding is concerned.

It is my desire to proceed with the criminal matter first.

I will now sign and file certain findings of fact and conclusions of law herein, or rather, file the document and these findings of fact and conclusions of law should be the——

* * *

[p. 15] The adjudication of December 24 having now been made **[p. 16]** re Criminal Contempt, that adjudication, including findings and supplemental findings in extenso now having been filed by the Court, identical with the findings previously made in the order of December 24—except for some eliminations which the Court believes were not proved as alleged in the petition beyond a reasonable doubt—now is the time for judgment in this matter.

I will ask counsel for the Union to step forward one by one in the criminal proceeding and make any statement they wish to the Court on behalf of the Union which they may wish to make in extenuation or in mitigation.

I will also ask the individual defendants to step forward and I will ask each of the individual defendants in the criminal proceeding if they or any of them have anything they would like to say to the Court before the imposition of judgment in this matter.

You can select your order of appearance in any way you wish.

Mr. Beeson: I have one preliminary matter, Your Honor. I have examined very briefly, in the short time we have had this document, the pre-sentence report and recommendation, so-called, submitted by the petitioner. Some of the information contained in that document is not current or accurate in the sense of being current, and I would like to provide the Court, if I may, with accurate information.

[p. 17] The Court: You are referring to what?

Mr. Beeson: Specifically referring to Page 3, the pre-sentence report and investigation.

Paragraph 3, beginning on Line 15, purports to state the assets of the various respondent unions. The first line is Local 21, Line 19, and the statement there reads that the net assets as of May 31, 1970, are $389,259.

That is not current or accurate information, Your Honor, and I would like to make a short explanatory statement.

The Court: You may.

Mr. Beeson: Yesterday I was called by one of the counsel for petitioners on the telephone and informed that the Court had requested information with respect to the financial standing of respondent local union——

The Court: The Court did not make any request. The Court asked both parties to present whatever information they wished to present in connection with penalties in this matter.

Mr. Beeson: I am only repeating what was said to me over the telephone.

The Court: That may be what they understood.

Mr. Beeson: Perhaps. In any event the inquiry was made to me and I suggested that there was a report annually filed with the Secretary of Labor by labor organizations, and although I didn't know what the fiscal year of the various [p. 18] local unions were, but that perhaps they might look to that if that would be satisfactory, but I would undertake to ascertain more current information in this respect.

I did so with respect to Local 21, called counsel for petitioner and asked that he provide the Court with this information. It appears that he has not.

I would like to report that if the Court is looking for a single figure, as is provided here, is a very misleading figure because many assets are tied up in circumstances where they are not liquid or not available.

The Court: I can understand that.

Mr. Beeson: But the type of figure which is at best very general would be $314,882. As I have indicated, out of that the amount available is extremely small.

In that connection I also submitted to the counsel for petitioner that the books and records of Local 21 show that during the ten or eleven months the union, in terms of current operations had sustained monthly losses without and deviation from that loss pattern.

The loss in December, 1970 was in excess of $10,000 since the strike each month. The union has operated on a net loss figure.

With respect to Local 85 the figure is far more dramatic. The figure given on Line 23 is $215,448. That is a figure dated as of December 31, 1969.

[p. 19] I have had the bookkeeper give me a current statement as of the present time with respect to Local 35. Their actual cash balance is just over $5,000, $5,205, as against which it has current obligations in excess of $15,000, so that on a current basis it is in an insolvent position.

In addition, however, it had a time certificate, time deposit certificate in the amount of $50,000 which, when it becomes available, if it were to be added into what I have told you would leave a net cash figure of in excess of $39,000.

The Court: What is the net asset figure?

Mr. Beeson: $39,000.

The Court: You mean net assets?

Mr. Beeson: Cash, Your Honor.

The Court: I am talking about——

Mr. Beeson: This would be the asset figure.

The Court: What is it?

Mr. Beeson: $39,797.91.

The Court: The value of all assets?

Mr. Beeson: In the name of the union, that is correct, sir. That is all the union has in assets. It has been operating on a net loss figure as well.

The Court: Just a minute, please.

Mr. Price, you furnished reports here from which [p. 20] this figure is derived. Will you point to the figure in the report on which you base this information?

Mr. Price: Yes, Your Honor. This is reflected in the attachments.

The Court: What attachments? They are not numbered or anything. What are they?

Mr. Price: They are reports of the Department of Labor.

The Court: Where are they? Where is the one you refer to?

Mr. Price: If Your Honor will hand me the file I will find it and hand it back to you.

The second page of that report contains the net assets.

The Court: You have opened it up to a page. What do I look to?

Mr. Price: The second page, the next page. This is the first page of the report with respect to Local 85. The second page on the upper right-hand side is the figure of $290,000. Net assets——

The Court: $215,000?

Mr. Price: That is correct.

The Court: That is not assets and there was a report filed by——

Mr. Price: By this union. The last report filed [p. 21] with the Department of Labor was December 31, 1969. It was filed in March of 1970. I assume the next report has not yet been filed.

Mr. Beeson: That is my understanding.

The Court: Assets reported by the union of $215,448, not $39,000 as you said.

Mr. Beeson: I am giving you the current situation as of today. This was over a year ago. This report was filed in March of 1970 and covers the period December 31, 1969, so that is in excess of a year ago.

The Court: Next?

Mr. Beeson: The only other thing I would add is that the union has undertaken a long term contract

commitment in connection with remodeling for a total amount of $39,000. That will not be paid out of cash. It would be funded but it is a commitment which it has undertaken.

The Court: I am sorry you didn't present this in written form to the Court. You were invited to.

Mr. Beeson: I guess the record will have to show, Your Honor. It certainly was not my understanding at all that there was any interest in these matters until I received a call from petitioner's counsel yesterday morning.

The Court: All right. Next?

Mr. Poole: Your Honor a moment ago called for the presence at the lectern of individual respondents. I [p.22] didn't knew whether that was——

The Court: Wait a minute. Is there any response, anything respondent Local 70 wishes to say in connection with judgment in this matter?

Mr. Van Bourg: Yes, Your Honor, there is. I had a great deal to say but we won't say all of it.

Needless to say, Your Honor, I have expressed myself often and you know my feelings and my extreme disappointment at the situation we find ourselves in now. However, I would respectfully direct your attention to this so-called pre-sentence report and recommendation insofar as Local 70 is concerned and to Page 2 thereof under the heading "Court Injunction Issued Against Respondent Union."

Under Section 10(1) of the National Labor Relations there is the "(b) on Page 2.

Teamsters Local 70 and Teamsters Local 85 apparently have had two injunctions issued jointly under

Section 10(1), one in 1969 and one in 1971 with apparently no contempt proceedings involved in either one of those matters.

However, Your Honor, I would like to state for the record that 10(1) injunctions are often issued even when there is no picketing presently in effect. As Your Honor well knows we did not have a chance to see the so-called pre-sentence report or to respond to it or the allegations.

The fact that an injunction has issued doesn't mean [p. 23] there has been insidious conduct. We have to keep recalling that there are certain procedures that the National Labor Relations Board engages in and the wheels of that machinery grind on whether or not there is picketing, and those injunctions are issued even before there has been determination by the National Labor Relations Board that the civil provisions of the Labor-Management Relations Act of 1947 as amended had been violated.

So it is clear that there can be a finding by a trial examiner upheld by the National Labor Relations Board that there was no unfair labor practice and there would still be on the books a 10(1) injunction. But it should be noted that this respondent has never had a 10(1) injunction issued against it as far as this document is concerned by itself.

I do not know what these cases are since I was not the attorney of record in either Case No. 52169 or C-70, C-72 OSC. I don't know what the situation was. I don't have the slightest idea.

On Page 3 there is a statement on prior contempt findings against respondent. I assume that meant in

10(1) injunction cases—I am not sure because it could be all cases. (a) is Local 21, (b) is Local 85, (c) is Respondent Richardson and (d) is Respondent Abram.

There is no mention of either Local 70 or Muniz.

[p. 24] Page 3 deals with financial conditions of respondent unions as reflected by a report filed with the United States Department of Labor. I did not understand, Your Honor, that we were supposed to present financial details. We also received a call in our office. I was not in the office but my associate, Stewart Weinberg, received a telephone call yesterday. I don't know whether it was morning or afternoon. That was from Mr. Smullin asking for a later LM-2 report form filed by Local 70 with the Department of Labor. I do not have that document in my possession nor did I have time to search it out.

If given time we could have presented the present financial picture.

As Your Honor knows, the assets of Local 70 as listed on Page 3, Line 22 of this document—still referring to the pre-sentence report and recommendations, or so-called—are the net assets as of December 31, 1969 as listed on the LM-2 report form filed by Local 70 with the Department of Labor as required by the Labor-Management Reporting Act. It is not a statement of the assets at the present time.

Your Honor is aware of the fact that there has been severe unemployment in the last year. Assets of any local union go down when substantial numbers of its members are out of work. The situation with respect to Local 70 is not a good one financially. The figure is substantially less than the **[p. 25]** item described on Page 3, Line 21.

I cannot give you an exact figure but we can within a reasonable period of time.

However, Your Honor should note that in the document attached to this so-called pre-sentence report dealing with Local 70 that there are many funds which go to make up the assets of a union, not because they are from an accounting standpoint or from a legal standpoint assets, but because for purposes of the wording of the Labor-Management Report and Disclosure Act they are required to be listed as assets.

For example, there is a group insurance fund and a sick benefit fund. These are listed on Page 1 of the report dealing with Teamsters Local 70 attached to the document.

In addition, the so-called $510,000 assets, it is always interesting how we look at assets of unions. If we were looking at the assets of a corporation it wouldn't be quite this candid. Of the $510,000 there is a building, a fixed asset, a building where the union has its headquarters with a meeting hall that is listed as $383,000.

Also I would respectfully call to Your Honor's attention in terms of the financial responsibility of the people involved that there is a page listed here which shows certain salaries. I do not have the explanation on the salary figure but it shows the salary for Mr. J. R. Muniz as president as $8,436, allowances of $2,050 and expenses **[p. 26]** of $1,000 for a total of

under $12,000. Now he is not the executive officer of the union.

The Court: I don't propose to fine the individuals.

Mr. Van Bourg: I think, Your Honor, that if you propose to fine the local union I would like to address myself to the following remarks, and I will be brief.

In 15 years of practice as a labor lawyer before this court and the National Labor Relations Board and other courts, this is the first time in which a client of mine has found himself confronted with this kind of a situation in a criminal contempt case.

And I am mindful of the fact that I have been a trade union member since I have been 16 years of age.

I think it is very important to consider that the rank and file are the ones that have to bear the cost of any obligation placed upon the local union.

The Court: I realize that.

Mr. Van Bourg: They are working men and women and they deal with economic conditions, with giant corporations and not with an even balance of what is right and wrong in a society.

The Court: I understand that.

Mr. Van Bourg: Whatever treasury a local union has is built up through the dues of the members and it is intended to tide them over periods of unemployment and sickness. **[p. 27]** That is why we have a sick and benefit fund. It is also intended to tide them over periods of strife, such as when they have to go out on strike which, despite all protestation to the contrary, is still a legal and moral thing to do and for working men and women to help each other.

Now we find ourselves in this situation, without a clear-cut finding of knowledge—the executive officer of the union is Mr. *Leechman*—the constitution is in the record and shows that he is the executive officer of the union. The constitution shows that no local union can engage in a strike unless it is sanctioned.

The members of a union have placed restrictions on their executive officer so that he cannot call a strike of a local union without sanction and without ratification and approval of the membership. The record is bare of any such ratification of the rank and file of this local union.

As a matter of fact in the minutes that were introduced—and Your Honor will recall under very adverse circumstances we produced those documents—there is nothing in the minutes to show the membership knew of any participation by Local 70 in anything, and indeed, we think that participation was never proven. I don't want to reargue that point but let's assume there is some basis in the record for Your Honor's findings.

It is clear that the membership didn't know, but they **[p. 28]** are going to be required to pay if the local union is indeed fined. So I would respectfully request Your Honor to consider the basic facts involved here that was involved as a desire by management and by the National Labor Relations Board to protect the public interest and to protect the pocketbooks of management.

We have to protect the rights of working people and their pocketbooks, and it is in that regard that we would respectfully request that Your Honor con-

sider there has been no conduct that has been brought before this Court on the part of Local 70 since the day it was served.

We have today filed a document which we ask that you consider that in a prior injunction case that is attached to my affidavit. Did Your Honor read my declaration brought to you this noon, that Local 70 when confronted with an injunction, even though unpopular with its own members, issued a press release asking its members to comply with the injunction?

I submit that if it had known about the injunction here and/or understood it, the same would have taken place.

This union by my affidavit and the press release attached to it has shown that it does indeed respect the orders of this Court.

Your Honor will have to concede, I think, that the two orders that were the subject matter of our discussion **[p. 29]** throughout this lengthy, and I guess unpleasant trial because of the situation that is involved—not unpleasant because individuals made it so—that there were many ambiguous statements in those injunctions, many things that lawyers have difficulty with, let alone laymen, but not a scintilla of evidence in the record that injunction was ever seen, heard of, discussed or notice given to any representative of Local 70.

I think that under those circumstances——

The Court: The evidence is circumstantial, yes, as to knowledge and notice.

Mr. Van Bourg: And that Local 70 is not a party to either injunction and I think that under those

circumstances Your Honor should not fine the local union, that it has suffered tremendous economic burdens by having to defend the trial over 60 calendar days.

The trial started on October 23 and ended on December 24 in Your Honor's chambers. The cost to the local has already been horrendous. We ask you to understand that, particularly in view of the fact that there has been no conduct brought to this Court, and in view of the fact since the date of the service, and in view of the fact that there are many questions raised on the law as well as on the facts in this case that would give rise to serious consideration of any fine against the local union.

The Court: All right.

* * * [Discussion with Counsel for other respondents followed]

[January 22, 1971]

[p. 2717] The Court: All right, whenever you are ready.

The Clerk: Civil Action 70-895, Roy O. Hoffman versus San Francisco Typographical Union No. 21 for further proceedings.

Mr. Price: Ready for the petitioner.

Mr. Van Bourg: Ready for 70 Union.

Mr. Beeson: Mr. Poole and Mr. Beeson are here for the respondents which we represented as previously indicated.

Mr. Leonard: Norman Leonard on behalf of Local 10 in the civil proceeding.

The Court: All right. We had heard, I think, from Mr. Olson. Any of the respondents wish to proceed,

on this question of making any statement they wish to make in respect to mitigation?

Mr. Poole: I think we have nothing further, Your Honor, on behalf of Locals 21 and 85 or on behalf of any of the other respondents.

The Court: Yes. Who was representing Local 21 here?

Mr. Poole: Mr. Beeson.

The Court: Mr. Olson. I mean not his attorney but who is the official here representing Union Local 21.

Mr. Poole: Mr. Olson.

The Court: We will consider Mr. Olson as present

[p. 2718] and has made his statement.

Mr. Poole: That is correct.

The Court: All right. Who is representing 85 as such, the Union?

Mr. Poole: Mr. Richardson was here yesterday, Your Honor, representing Local 85, and I do not see him now, but he was to come. I think he may be just a little bit late.

The Court: Well, may it be considered that any statement Local 85 wishes to make has been made through the counsel?

Mr. Poole: That is correct.

The Court: All right. And who is representing Local 70 here?

Mr. Van Bourg: Mr. James Muniz was here yesterday and he is here today, Your Honor.

The Court: All right. And does he wish to make any statement on behalf, not of himself, but of the Union?

Mr. Van Bourg: No, Your Honor. My remarks were on behalf of the Union.

The Court: All right.

Mr. Poole: Might I make this addition, Your Honor, that the statements Your Honor heard from Mr. Olson yesterday, may they also be applicable to the other union; to represent Teamsters Local 85?

The Court: We will so consider.

[p. 2719] Mr. Poole: Yes.

The Court: Certainly. Is there anything further to come from the respondents, then?

Mr. Leonard: Your Honor's question is directed to the criminal proceedings?

The Court: Yes. It would be a good thing maybe if Mr. Leonard could take a little vacation until we go on to this other proceeding; then he wouldn't have to be bobbing up all the time.

All right.

Yes, do we have any statement on behalf of the petitioner?

Mr. Price: Yes, Your Honor. I will make a brief statement. First, addressing myself to the nature of these proceedings, Your Honor, I wish to again remind the Court that these proceedings involve secondary boycott, not the question of the right of the union to engage in a battle against the employer with which it has a primary dispute. So that many of the statements that this Court has heard yesterday relating to the rights of the employees of individuals, to better working conditions, benefits and their rights to engage in combat with their employer, are completely irrelevant to the proceedings here.

We make no statement as to that. We taken no position as to the right of the unions as against the

employer and the [p. 2720] employer's right against the union in this court in these proceedings.

However, we do wish to point out that in this case, we have had a substantial amount of evidence bearing on the rights of neutrals which were not permitted to be exercised. That is, the rights to continue in business unimpeded by unlawful picketing, unlawful activities, intimidations, threats of various nature and it is this that this proceeding is addressed to.

That is, to prevent the continuation of a secondary boycott, continuation of unfair labor practice, firstly.

Secondly, to vindicate the authority and the dignity of this Court. This Court having issued an order in February of 1970, having again issued an order in April of 1970, both of those orders having been violated, and that same conduct having also constituted a violation of the National Labor Relations Act, an act which Congress felt important to the flow of commerce, to the protection of public interests.

It is the obligation of the Labor Board under the Act, it is the obligation of the Court to see that the provisions of that act, with the intent that Congress has carried out, that the dignity of the Court is preserved, that its authority is restored and, for that, we have made a recommendation. The Court has made findings, the Court has made conclusions of law. We feel that those should stand and [p. 2721] the recommendation of the petitioner, at least in the minutes, should be given serious consideration by the Court.

Now, directing some attention to the comments concerning the financial status of the labor organizations involved. Each one has had an opportunity to present

to this Court their present financial condition. This, they have not done. We have filed with the Court the most recently available report, and that has been served upon counsel in this case. No contrary information has been furnished, however some of the unions, as Mr. Beeson indicated, that the assets currently are substantially less than those reflected by our report. We find that somewhat incredible and certainly not substantiated.

* * *

[p. 2724] Mr. Price: Local 70 now.

The Court: All right. Stay with it, then.

Mr. Price: Local 70.

The Court: What about it?

Mr. Price: It's the fourth page of the Local 70 report.

The Court: What about it?

Mr. Price: It shows the salaries paid to officers and number one on that list is J. R. Muniz.

The Court: Where is this, Page 4?

Mr. Price: The fourth page of the —

The Court: What's the heading? Disbursements to officers?

Mr. Price: The very top line is Brotherhood of Teamsters and Auto-Truck Drivers Local 70. It's typed in. It's a typed sheet that was appended to it.

The Court: Just a minute. Oh, I see. That is a typed page. Yes, I have it. What about it?

Mr. Price: It shows a salary of Mr. Muniz of $8450 and expenses of $11,891. However, on the fifth line, it shows also a salary to a Mr. Oyster (phonetic spelling) who is also characterized as president, of $6383.

The Court: Pardon me. What's this got to do with it? **[p. 2725]** Is this—the salaries have got something to do with it?

Mr. Price: Well, the argument yesterday was made by Mr. Van Bourg that this union pays an extremely low salary to its officers and to Mr. Muniz.

The Court: All right.

Mr. Price: I want to call to the attention of the Court the salary.

The Court: I am just interested in the net worth. I am not going into an accounting of the salaries they pay their officers.

Mr. Price: Your Honor, the petitioner considers the violations of the Act here, absent orders of this Court, as having been extremely serious in nature. This is not a minor frolic engaged by unions. This was a deliberate course of conduct, well planned, well defined and petitioner feels that the sanctions for it and for the transgressions incurred should be substantial and, in that connection, we have filed our recommendations and we ask the Court to give serious consideration to it.

The Court: All right. Fine. Anyone else wish to be heard? [Other counsel are heard]

[The imposition of judgment on the same date is contained as Appendix E to the Government's Memorandum for Respondent, dated October, 1974 and is not reprinted here].